

# **Jefferson County, Wisconsin**



## **Request For Proposal Investment Advisory Services**

**December 2014**

## JEFFERSON COUNTY, WISCONSIN

### Request for Proposal Investment Advisory Services

Jefferson County, Wisconsin (the "County") is requesting proposals from qualified firms/ individuals (the "Consultant") to provide Investment Advisory and Portfolio Management Services.

**The RFP can be found on Jefferson County's web site at the following link:**

[www.jeffersoncountywi.gov/RFP](http://www.jeffersoncountywi.gov/RFP)

Questions regarding this RFP should be addressed to Jefferson County Treasurer John Jensen and Finance Director Brian Lamers in writing via email at:

[johnj@jeffersoncountywi.gov](mailto:johnj@jeffersoncountywi.gov)

[brianl@jeffersoncountywi.gov](mailto:brianl@jeffersoncountywi.gov)

Deadline for questions regarding the RFP are due by **February 20, 2015**. Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **February 24, 2015**.

**Proposals are due March 2, 2015, by 11:00 a.m.**

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**JEFFERSON COUNTY**  
**311 S. Center Avenue**  
**Jefferson, Wisconsin 53549**

**December 2014**

**I. Background**

The County is requesting qualified individuals and investment advisory firms, licensed to practice in the State of Wisconsin, to submit proposals for portfolio management services for the County. The County currently holds between \$30 and \$40 million in excess of current cash flow needs.

The County serves approximately 84,000 citizens and is located in the southeastern portion of the State of Wisconsin. The County is governed by an elected County Board consisting of thirty members. Administrative matters are under the direction of an appointed County Administrator. Financial operations of the County are overseen by the Finance Director. Cash management and investments are administered by an elected County Treasurer.

**II. Project Requirements**

**A. Term of Contract** - The County will be accepting proposals for a one year agreement. Upon selection of a qualified proposal and award of contract, the County will enter into a one year agreement. The anticipated start date of the agreement will be July 1, 2015, and run through June 30, 2016, with the option to extend for additional years, upon mutual consent of the County and the Consultant. The costs will be fixed during the life of the agreement. The County will reserve the right to terminate the contract without cause.

**B. Coordination** - For the purpose of efficiency, the County prefers that the Consultant be accessible to the County on a regular and as needed basis. The Consultant and the County will establish a regular communication format through which the County can be kept current of the portfolio.

**C. Products** - The Consultant shall provide services and deliverables as noted in Section III, Scope of Services. The Consultant shall provide deliverables and attend meetings as noted under the Scope of Services. All results (including work in progress) from this contract will remain the property of the County. The Consultant may release no information about this proposed project without the County's prior written authorization.

**D. Insurance** - See attached requirements in Appendix A

**III. Scope of Services**

The Consultant will work with the County to develop an investment strategy that meets the following objectives:

- Protect the principal invested within the County's portfolio.
- Maximize the return on investment within the County's portfolio.
- Maintain sufficient liquidity of the portfolio to provide for the cash flow needs of the County.

The County has the expectation that the Consultant will provide services including, but not limited to the following:

- Review of current investment policy adopted by the County Board on October 23, 2007, and amended by the County Board on March 8, 2011 (Appendix B) and recommendations of any necessary amendments to the policy and the County's investment procedures.

- Invest the County's funds, upon review and approval of recommended instruments by the County, in accordance with the investment policy and all applicable State laws.
- Assist the County with cash flow and maturity analysis.
- Provide credit and risk management analysis of investment instruments to be used in a portfolio.
- Provide appropriate periodic reporting; monthly, quarterly and/or annual; on all funds invested.
- Evaluate market risk and develop strategies that minimize the impact on the portfolio.
- Establish appropriate benchmarks.
- Attend the Finance Committee meetings either in person or via conference technology. Specifically, when contract award recommendation is presented and to present investment results on an annual fiscal-year basis.
- Be available to discuss investment strategy, concerns or inquiries with board members and/or other County officials when requested.

All investment practices and procedures must comply with Wisconsin State law and the County's investment policy. In addition, the Consultant will be held to the "Prudent Expert" Standard of Care.

#### **IV. Proposal Submission Requirements and Selection Procedures**

**A. Proposal Contents** - Individuals and firms responding to this RFP must provide the following information in their proposals.

##### **1. Title Page**

The title page should include "**Request for Proposal, Investment Advisory Services**," and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

##### **2. Letter of Transmittal**

The letter of transmittal should concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

##### **3. Table of Contents**

The table of contents should include a clear identification of the material presented according to section and page number.

##### **4. Profile of the Proposer**

Please provide a brief *overview* of your firm including, but not limited to, the following information:

- Year Founded.
- Location.
- Ownership structure & history of firm.
- Material changes in organization structure in the past three years or plans for changes in structure.
- Investment philosophy; including methods to achieve "safety, liquidity, yield."
- Detail the total public assets under the firm's management as of December 31, 2013, to include *average* assets per client during the year.
- Detail gains and losses of total public assets under firm's management over a five year period (2009-2013).
- Types of clients; specifically governmental entities similar to the County Client retention data.

- Types of services offered to clients.
- Any state or federal regulatory action taken by an oversight body against the firm.
- Firm's status as a registered investment advisor under the Investment Advisor's Act of 1940.
- Indicate registration status with SEC.
- Description of any pending or past litigation in the past three years.

## **5. Documentation of Past Experience and Qualifications**

Please provide information about your firm's experience in working with similar entities. Information should include, but not be limited to:

- Detailed description of experience in managing fixed income portfolios for public funds, governmental entities and nonprofit corporations.
- Firm's experience in developing policies and portfolio management guidelines for governmental/nonprofit portfolios.
- Describe investment decision-making process; specifically how investment instruments will be analyzed and recommended.
- Describe third party custodian relationship including safekeeping of funds and securities, when necessary.
- Provide relevant performance statistics on a comparable portfolio and compare with industry averages or benchmarks over a set period of time.
- Minimum of three references that can be contacted regarding governmental and/or nonprofit portfolio experience.

## **6. Staffing**

Please provide information on the staffing of your firm to include, but not be limited to the following:

- Identification of key personnel who take the most active roles in the administration and management of the firm.
- Provide resumes and biographical information of key investment professionals that will be directly involved in the decision-making process for the portfolio.
- Identification of all staff employed by your firm, by name and classification (e.g. Portfolio managers, researchers, traders, administrative, legal, marketing, etc.) who would work on the project.
- Information about any proposed subcontractors including the name and classification of staff who would work on the project.

## **7. Scope of Engagement**

Clearly describe the scope of the services to be provided and the methodology to be used. In particular, please describe how the firm will meet the scope of services, and/or any additional services not mentioned, for the County.

## **8. Compensation**

Please provide the complete fee schedule that would apply to this account. Also include any additional expenses not covered through the fee structure that will be expected in order to implement your investment advisory services.

**B. Selection of Consultant** - The County will use specific criteria for evaluating proposals to perform these services. The evaluation will assign points to each response in a number of categories which are

discussed below:

1. **Quality of Proposal to Complete Scope of Services**  
(Maximum of 35 points) –A maximum of 35 points will be assigned to the quality of the Consultant's proposal, and subsequent methodology, for completing the scope of services.
2. **Qualifications and Experience**  
(Maximum of 35 points) –A maximum of 35 points will be assigned to the proponent's qualifications and experience in undertaking investment services similar to this engagement.
3. **Price**  
(Maximum of 30 points)– A maximum of 30 points will be assigned to price, defined as proponent's cost for services for this engagement.

**C. Submission Deadline** - All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to John Jensen.

Questions must be sent in writing no later than February 20, 2015. Questions initiated after that date may not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted at [www.jeffersoncountywi.gov/RFP](http://www.jeffersoncountywi.gov/RFP) in the form of an addendum to this RFP by February 24, 2015:

Individuals and firms responding to the RFP will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Individuals and firms responding to the RFP shall be bound by such, whether or not received by them.

One original and 5 (five) copies of the proposal must be submitted to the Jefferson County Administration Department no later than 11:00 a.m., March 2, 2015. The proposals must be submitted along with the required Affidavit of No Interest and Non-Debarment Form. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Jefferson County  
Administration Department  
311 S. Center Avenue, Room 111  
Jefferson, WI 53549

Proposal to be clearly marked:  
Request for Proposal Investment Advisory Services

## **D. General RFP Requirements**

### **1. Interpretations of RFP**

Any requests for interpretation shall be submitted in writing to John Jensen, County Treasurer and Brian Lamers, Finance Director, 311 S. Center Ave, Jefferson, WI 53549, or submitted by email to [johnj@jeffersoncountywi.gov](mailto:johnj@jeffersoncountywi.gov) and [johnj@jeffersoncountywi.gov](mailto:johnj@jeffersoncountywi.gov). No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements.

### **2. Receipt of Proposals**

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will make a determination as to when the deadline has elapsed, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

### **3. Withdrawal of Proposals**

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Consultant in preparing a proposal for offer to the County confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

### **4. Rejection of Proposals**

The County reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

### **5. Award of Contract**

The County will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the County intends to select a Consultant based on the proposals received, the County may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will be working on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The County will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

### **6. Contract Payments**

The County and the Consultant will agree on a schedule and method of performance and payment that will include the Consultant submitting to the County periodic documentation verifying service fees.

## **7. Termination of Contract for Cause**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the County shall there upon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the County, become the property of the County. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Consultant.

## **8. Sales Tax**

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the County is exempt from Wisconsin Use and Sales Tax. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Use and Sales Tax on their proposal.

## **9. Request for Proposal**

This RFP is not an offer and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the County reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

## **10. Miscellaneous**

The County reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The County will require an Affidavit of No Interest, which provides that no official or employee of the County has or will receive anything of value in connection with the issuance of this contract.

## **11. Equal Employment Opportunity**

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, national origin or any other reason prohibited under Federal, State or local laws, in regard to, work and services performed under the terms of any contract ensuing from this RFP or wages paid for such work and services.

## **12. Indemnification**

The Consultant agrees that it will indemnify, save and hold harmless the County, its officers, employees, and agents, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, judgments, and litigation costs, including attorney fees, photocopying expenses and expert witness fees, recovered from or asserted against the County on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.



### **13. Wisconsin Public Records Law**

Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Consultant acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this

Agreement and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

## Appendix A

### INSURANCE REQUIREMENTS

The Consultant must at the time of the contract award provide to the County proof of all Liability clauses listed below:

#### **Indemnity:**

Consultant agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent act or omission of the Consultant or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

#### **Insurance:**

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from the Consultant activities, by whomever performed in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

#### **Exhibit A-Insurance**

Consultant shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation Employers Liability	Statutory \$100,000/\$500,000/\$100,000
General Liability: Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations Contractual Liability	\$2,000,000 Aggregate
Professional Liability	\$1,000,000 per Occurrence \$1,000,000 Aggregate
Automobile Liability: Bodily Injury & Property Damage All autos	\$1,000,000 per Accident

Except for Workers Compensation and Employers Liability, Jefferson County shall be named as an Additional Insured on the general and automobile liability policies as its interests may appear related to the services provided in this agreement. A waiver of subrogation shall be afforded to Jefferson County on the Workers Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Jefferson County.

A certificate of insurance shall be submitted for review to Jefferson County for each successive period of coverage for the duration of this agreement.

## Appendix B

### JEFFERSON COUNTY INVESTMENT POLICY

#### INTRODUCTION

The timely deposit and investment of public funds is an important and integral part of any cash management program. In order to maximize cash available for investments, all county departments shall remit funds at least weekly to the County Treasurer's Office.

Acceptance and approval of this statement is intended for the use and guidance of the designated official with investment authority.

This policy shall be periodically reviewed by the Finance Committee, and recommendations to amend the existing ordinance shall be presented to the County Board for its consideration. [am. 03-08-11, Res. 2010-105]

#### STATEMENT OF PURPOSE

The purpose of this investment policy is to establish guidelines for investments which are broad enough to allow the investment officer to function properly within the parameters of responsibility and authority. It is also intended to be specific enough to establish a prudent set of basic procedures to assure that investment assets are adequately safeguarded. It assures that the fundamental principle concerning any investment program involving public moneys has four basic ingredients: legality, safety, liquidity & yield.

#### OVERALL RESPONSIBILITY FOR CASH MANAGEMENT AND INVESTMENT

Effective cash management involves controlling cash from the time it is received until it is disbursed. It requires the availability of accurate information on a timely basis. One person shall be delegated the day to day responsibility for the overall financial operation to determine cash availability and needs.

- 1) **AUTHORITY.** Pursuant to Section 59.62(1), Wis. Stats., County Board authority to invest and reinvest money of the County, to sell or exchange securities so purchased and to provide for the safekeeping of such securities is delegated to the County Treasurer, as the County's Investment Officer. In the absence or illness of the County Treasurer this authority shall be delegated to the Deputy Treasurer.
- 2) **INVESTMENT.** The County Treasurer may purchase securities that are permissible investments from money in his/her custody, which is not required for the immediate needs of the County, as he/she deems wise and expedient. The investment activity of Wisconsin public funds is governed by Section 66.0603(1m) and other sections of the Wisconsin Statutes as follows: "A county, city, village, town, school district, drainage district, technical college district or other governing board other than a local professional football stadium district board created under sub ch. IV of ch. 229, may invest any of its fund. . ." in accordance with Section 66.0603(1m)

The Finance Committee shall consult quarterly with the County Treasurer regarding such investments. The Treasurer shall provide the Committee with a quarterly detailed list of all the investment portfolio holdings.

The County Treasurer shall communicate with financial institutions and/or investment advisors and avail himself/herself of other financial information on current or pending market conditions in making his/her decision on rates and maturities as well as the securities to be purchased. In making all investment decisions, the County Treasurer shall endeavor to obtain the highest rate of interest offered unless he/she deems such offer to be contrary to the overall investment objectives of the County.

- 3) **REDEMPTION.** The County Treasurer shall periodically redeem the securities in which County money has been invested pursuant to (2) so that the proceeds may be applied to the purpose for which the original purchase money was designated or placed in the County Treasury.
- 4) **DEPOSITS.** Any federal or state chartered bank or credit union with offices located in the City of Jefferson, Jefferson County, Wisconsin, shall be the working financial institutions. [am. 03-08-11, Res. 2010-105]
- 5) **INVESTMENT ADVISORS.** The County Treasurer may utilize investment advisors/brokers as approved by the Finance Committee.
- 6) **SAFEKEEPING.** All securities shall be held in the name of the County and held in trust by either an independent broker/dealer or in an off-premises safety deposit box.

#### ACCOUNTS AND RECORDS

It shall be the responsibility of the designated Investment Officer in consultation with the Finance Committee to establish sufficient records and accounts to:

- detail each investment as to purchase date, cost, maturity date, yield and market value,
- provide any necessary internal controls,
- any other records that may be required to accurately reflect all investment transactions.

#### COLLATERALIZATION OF FUNDS

With the passage of Wisconsin Act 25, effective August 1, 1985, there is no longer the overall guarantee of public funds by the State. In effect, Act 25 abolished the state deposit guarantee fund. It will continue to pledge general purpose revenues under Wis. Stats., 20.144(1)(a), for the payment of losses of public deposits until the balance of the appropriation is exhausted. However, no payment for a loss in excess of \$400,000 for any one public depositor in any individual public depository may be made above current FDIC (Federal Deposit Insurance Corporation) levels for deposits in any one institution. [am. 03-08-11, Res. 2010-105]

Chapter 34.07 as amended provides that a surety bond or other security may be required of a given public depository for any public deposit that exceeds the \$400,000 amount guaranteed by the State. Jefferson County will not require this collateral for any deposit that exceeds the amounts guaranteed by the State and the F.D.I.C. The rationale for not requiring collateralization shall be to either maximize investment returns and/or reduce bank fees. The Finance Committee shall periodically review the need for collateralization. [am. 03-08-11, Res. 2010-105]

Should the policy change regarding collateralization, Certificates of Deposits or other investments exceeding the amounts currently insured by the State and the FDIC shall be fully secured by obligations of the United States Government or its agencies. Such securities shall be delivered to the County or held by an independent third party chosen by the County. Substitution of collateral by the independent third party shall only be allowed with the written approval of the County's Investment Officer. The market value of the collateral shall at all times equal or exceed the principal amount of the certificate of deposit. Value of the collateral shall be monitored and market value shall near the bid or closing price of the security as quoted in the Wall Street Journal or other recognized pricing source. The investing officer shall be authorized to sign for agreements with the Custodial Bank or the receipt for any pledged securities. [am. 03-08-11, Res. 2010-105]

Responsibility for the administration of the foregoing rests with the County Treasurer.

#### INVESTMENT RELATED RISKS

1. Custodial credit risk for deposits, when collateralization is required. [am. 03-08-11, Res. 2010-105]
  - a. Definition: Risk that in the event of the failure of a depository financial institution, the County will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.
  - b. Related Policy: For those institutions which the County holds deposits and investments:
    - i. Ensure that security interest in collateral pledged to secure deposits and investments are enforceable against the receiver of a failed financial institution via:
2. Agreement is in writing
3. Agreement was approved by the board of directors of the depository or its loan committee, and
4. Agreement has been continuously from the time of execution an official record of the depository institution.
  - c. All pledged collateral shall be held at an independent third party institution, and evidenced by a written agreement in an effort to satisfy the Uniform Commercial Code (UCC) requirement for control.
5. Custodial credit risk
  - a. Definition: Risk that in the event of the failure of the counterparty to a transaction, the County will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.
  - b. Related Policy: Accomplished through same policy as Custodial Credit Risk for Deposits as above.
6. Credit risk
  - a. Definition: Risk that an issuer or other counterpart of an investment will not fulfill its obligation to the County. [am. 05-12-09, Res. 2009-24]
  - b. Related policy: Investments shall be as permitted by Wisconsin Statute §66.03. [am. 05-12-09, Res. 2009-24]
  - c. In the event a corporate security purchased under the authority of Wisconsin Statute categories as defined by a nationally recognized rating agency, the Investment Officer shall not purchase any additional securities issued by that corporation until such time as their rating returns to the highest or second highest rating. [am. 05-12-09, Res. 2009-24]
7. Concentration of credit risk
  - a. Definition: Risk of loss attributed to the County investment in a single issuer.

- b. Related Policy: The County Investment Officer shall diversify the investment portfolio within the allowed securities as needed with investment return, liquidity, and immediate cash flow needs kept in mind. The only limit related to concentration of securities shall be that no more than five percent (5%) of the investment portfolio shall be commercial paper from a single issuer. [am. 03-08-11, Res. 2010-105]
- 8. Interest rate risk for investments
  - a. Definition: Risk that changes in interest rates will adversely affect the fair value of an investment.
  - b. Related Policy: The County shall not have investments with maturities longer than 36 months unless specifically recommended by the Investment Officer and approved by the Finance Committee.
  - c. In the event that the Finance Committee cannot meet before the Investment Officer recommends purchasing an investment with a maturity longer than 36 months, the Chair of the Finance Committee shall provide preliminary approval for the purchase. Should the Finance Committee Chair not be available, the County Board Chair shall provide the preliminary approval. Such preliminary approval shall be ratified by the Finance Committee at their next meeting. [am. 03-08-11, Res. 2010-105]

#### REPORTS

The County Treasurer, as Investment Officer, shall provide the County Board a monthly written report on the general condition of the County's cash and investments.

The Investment Advisor shall provide a twelve month (August 1 – July 31) report to the Finance Committee on the County's investment activity for the reporting period and recommendations for improvement to the County's investment strategy for the next reporting period. The report shall be presented at the regular Finance Committee meeting in August to aid in the subsequent year budget preparation. [am. 03-08-11, Res. 2010-105]

Adopted October 23, 2007 – Resolution No. 2007-61

Am. 05-12-09 – Resolution No. 2009-24

Am. 03-08-11 – Resolution No. 2010-105

## Attachment A

### AFFIDAVIT OF NO INTEREST

STATE OF WISCONSIN)                      ss)  
JEFFERSON COUNTY)

\_\_\_\_\_, being first duly sworn, on oath deposes and says that he/she is the agent of  
\_\_\_\_\_(Consultant), for the attached submission for Investment  
Advisory Services.

Affiant further deposes and says that no officer, official or employee of Jefferson County,  
Wisconsin, has or will receive anything of value in connection with the issuance of an agreement  
ensuing from this RFP

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires \_\_\_\_\_

Attachment B

Non-Debarment Certification

The undersigned, being duly authorized to act on behalf of \_\_\_\_\_ (the "CONSULTANT"), hereby certifies that neither the CONSULTANT nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONSULTANT further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the CONSULTANT will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## Attachment C

### **DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

Material submitted in response to the Jefferson County Request for Proposal, includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the Consultant asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am requesting that the following pages not be released to the public:

Section


\*NOTE: Consultant is cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying. County does not make any representation that submitted material designated as confidential and/or proprietary information by Consultant will be meet the exception of a public record under Wisconsin's Public Records Law.

Signature (Authorized Representative) \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

NOTE: Jefferson County, as custodian of these public records has the obligation, pursuant to the

Public Records Law, to determine whether the above information can be kept confidential.

Jefferson County will notify any proponent if a determination is made that the requested information cannot be kept confidential. PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable Jefferson County procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent: 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to Jefferson County, Administration Department and 2) identifies the specific information within the proposal.

Jefferson County's preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal and to clearly designate it as material that the Consultant is asking to be confidential. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No., etc. Data contained in the proposal and all documentation becomes the property of Jefferson County.

Generally, proposals are available for public review after Jefferson County has awarded and executed a contract.